



**SPECIAL COMMON COUNCIL MEETING
NOVEMBER 5, 2012
6 P.M.**

Special Meeting	The Special meeting of the Common Council of the City of Middletown was held in the Council Chamber of the Municipal Building on Monday, November 5, 2012 at 6 p.m.
Present	Deputy Mayor Robert Santangelo, Council Members Thomas J. Serra, Ronald P. Klattenberg, Mary A. Bartolotta, Hope Kasper, Grady L. Faulkner, Jr., Philip J. Pessina, Joseph E. Bibisi, Linda Salafia, Todd G. Berch, and Deborah Kleckowski; Sergeant-at-arms Police Chief William McKenna, and Common Council Clerk Marie O. Norwood.
Absent	Mayor Daniel T. Drew, Council Members Gerald E. Daley, and; Corporation Counsel Daniel B. Ryan.
Also Present	Public Works Director William Russo, Finance Director Carl Erlacher, Director of IT William Oliver, Personnel Director Debra Milardo, Planning, Conservation, and Development Director William Warner, Water and Sewer Director Guy Russo, Parking Director Geen Thazhampallath, Acting City Attorney Timothy Lynch, Chief of Police William McKenna, Park Supervisor John Milardo and Recreation, Park and Recreation Director Raymond Santostefano, Fire Chief Gary Ouellette, Director of Human Relations Faith Jackson, Arts Coordinator Stephan Allison, Emergency Management Director Bruce Driska, City and Town Clerk Sandra R. Driska, Youth Services Coordinator Justin Carbonella, Russell Library Director Arthur Meyers, Joseph Samolis Administrative Aide to the Mayor and 12members of the public.
Meeting Called to Order	The Acting Chair calls the meeting to order at 6:06 p.m. and leads the public in the pledge of Allegiance.
Call of Meeting Read	The Call of the meeting is read and accepted. The Deputy Mayor declares this call a legal call and the meeting a legal meeting.
Workshop Opens	The Acting Chair opens Questions to Directors workshop at 6:08 p.m.
Noted for the Record	<p>Councilman Serra takes his seat at 6:08 p.m.</p> <p>The Acting Chair asks for questions to directors. Councilman Bibisi asks to address questions to the Public Works Director, William Russo. He states you gave us the Eagle fee proposal and he can't believe what he is reading: prebid meeting \$300; preconstruction \$300. Mr. Russo responds yes, they charge for that. Councilman Bibisi states he can't vote for that and what is the \$600. Mr. Russo responds it is an assessment fee; they won't come in without getting paid to assess the problem.</p> <p>Councilman Klattenberg asks to follow up on Councilman Bibisi's questions. He asks if it is a terminology; we have in the City an interpretation of what it means that it is a prebid meeting. Mr. Russo replies you are correct with the wording; it is their proposal rather than prebid. Councilman Klattenberg states the preconstruction meeting is not accurate; it is what you said, before the work is done, they have to evaluate what the scope of the work is. Mr. Russo responds it is containment and getting the material out in a proper way when asbestos is involved.</p> <p>Councilman Klattenberg asks to direct questions to the Personnel Director. Personnel Director Debra Milardo comes forward. Councilman Klattenberg states he was looking at 12-5 the At Fault Accident policy and there is new language here. Only the Personnel Review Committee may amend the policy and the Mayor or his designee can; wouldn't that be they must be the agents to decide disciplinary action. Ms Milardo responds not necessarily. The mayor can fire and suspend more than 2 days. Directors can do consultations, discipline and suspend up to two days and if an employee had an at fault accident, it would start with a consultation. There are multiple steps that would take place before the extreme end. Councilman Klattenberg states his or her designee would be the director. Ms Milardo responds yes. Councilman Klattenberg states consultation is the first step and it is consultation and it should be must, not may. Ms Milardo states you can amend to say shall; the Personnel Review Committee would not find it egregious.</p> <p>Councilman Serra asks on the Memorandum of Understanding, resolution 183-12 relative to Fire and the word specialized apparatus and that definition should be delineated. Is that possible to amend this MOU. Ms Milardo states it could</p>

be; it is the standard that we have today and would be apparatus that would not be normally found in the department. Councilman Serra asks who defines it; Ms Milardo responds the Chief. Another way to look at this is to end this with language as so designated by the Fire Chief and that would give you a comfort level that your management team designates it as special apparatus. Councilman Serra states they could state it specifically. Ms Milardo responds if you change the language, it would have to go back to the Union body for a new vote. Councilman Serra asks when the Fire contract is up; the response is 2014.

Councilman Pessina has questions for another director. Councilwoman Salafia states she has questions for this director; she continues the job description highlighted for the Deputy City Attorney and she reads the language, can you elaborate on that and where was this language before and what does it mean. Ms Milardo replies most of the duties delineated in Deputy City Attorney's job description have always been a portion of the work in the City Attorney's office whether by the Deputy or the City Attorney. The City is always represented by a City Attorney against those claims. The Deputy or City Attorney presents the City's case in arbitration and this codifies the work being done through the City Attorney's office. Councilwoman Salafia asks who does Step 1 grievances. Ms Milardo responds in the contracts in place, step 1 is the Department Head; Step 2 is the Personnel Director; and Step 3 is Arbitration, Mediation, Triple A.

Councilwoman Kleckowski asks on the Deputy City Attorney's position, if in fact this change is approved will this go out to a competitive search. Ms Milardo states she has not had that discussion with the Mayor's office.

Councilwoman Kasper asks about the Fire Department MOU; was it suggested that this be sunset at the end of the contract. Ms Milardo states it only has the life of the collective bargaining agreement and is subject to renegotiation or sunset; as you go into bargaining, any topic can be brought up for the possibility for negotiation. You can't restrict the Union's or Management's proposals. Councilwoman Kasper states when a MOU is approved, it becomes part of the contract. Ms Milardo responds she disagrees; when a contract concludes, the parties have to agree which MOU's to include in the contract. If there is a Memorandum of Understanding on a topic or person, it might not be relevant when you negotiate. Councilwoman Kasper states she has a problem with this because there is comp time given. Councilwoman Kasper states on the agenda, it is showing two different job descriptions for the Deputy City Attorney. Ms Milardo replies you are voting on the new job description and the second one is to include the line item for a second Deputy City Attorney. The Acting Chair states it is two separate items. Ms Milardo states there is only one job description that combines both labor and litigation for the Deputy City Attorney.

Councilman Berch asks to direct questions to the Director of Parking. Geen Thazhampallath comes forward. Councilman Berch states on 12-6 with as you know the parking situation in the north end. He would like to discuss the parking lot behind the new health center and the frontage parking was eliminated and is the parking lot behind the health center is that a City parking lot. Mr. Thazhampallath states they have gone through the formal correspondence with the Community Health Center for the correct signage. We have an easement to use the parking lot after 7 p.m. From 7 a.m. to 7 p.m., it is for the health center and after 7 p.m. it is open to the public. Councilman Berch asks if it is metered after 7 p.m.; Mr. Thazhampallath replies no. Because the usage was limited, we have not put in a kiosk.

Noted for the Record

Councilman Faulkner takes his seat at 6:26 p.m.

Councilman Berch asks if it is a City owned parking lot. Mr. Thazhampallath states it is owned by CHC and we have easement rights to enter the property after 7 p.m. and on weekends. Councilman Berch asks if CHC pays the City to use this parking lot. Mr. Thazhampallath replies this is the space behind CHC and has been a parking lot for the public. He states they are not paying us for the usage of the space. Councilman Berch states at a previous time there were meters. It was a municipal lot. Mr. Thazhampallath replies he will defer to your knowledge, and if you look at the land records we can utilize it after 7 p.m. Councilman Berch asks about the spots lost in the front of the project. Mr. Thazhampallath replies the City purchased meters for Main Street

Noted for the Record

Councilwoman Bartolotta takes her seat at 6:27 p.m.

Councilman Berch asks if they have the same number of spaces as the meters in the last lot. Mr. Thazhampallath responds yes.

The Acting Chair asks if there are further questions to directors.

Councilman Pessina asks to address the Chief of Police. Chief McKenna comes forward. Councilman Pessina asks about the appropriation for \$80,000

for ammunition. Can you let the Council know why we are doing this and the savings we will realize. Chief McKenna states as of December 31, the State bid process and the company where we buy lethal ammunition will increase prices as of July 1, 2013 and it would be a significant increase in our budgets. We would like to make a big purchase and we will not have to budget for FY 2014, 2015 and 2016; we will save \$11,000 per year or total of \$33,000 over the next three years.

The Acting Chair asks for further questions to directors; seeing none, he asks for a motion to adjourn.

Meeting Adjourns

Councilwoman Kasper moves to adjourn and is seconded by Councilman Berch. The Vote is unanimous and the Acting Chair declares the meeting adjourned at 6:30 p.m.

ATTEST:

MARIE O NORWOOD
Common Council Clerk